

AN AGREEMENT BETWEEN
THE TOWN OF SMYRNA
AND
THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL 81, LOCAL 2466
JANUARY 1, 2019 – DECEMBER 31, 2022

AGREEMENT

This Agreement is entered into this ____ day of May 2020, by and between the “Town of Smyrna,” a Municipal Corporation of the State of Delaware, hereinafter referred to as the “Town” or as the “Employer” and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 81, hereinafter referred to as “AFSCME,” the “Union,” or “Employees.”

ARTICLE I

1.1. PURPOSE

The purpose of this Agreement is to promote harmonious relations between the parties, agreeing upon and setting forth terms and conditions of employment, the respective rights and obligations of the Town, the Union and all affected employees during the term of this Agreement. Therefore, in fulfillment of this mutual obligation, the parties agree to the articles contained in this Agreement.

1.2 UNION RECOGNITION

A. The Town recognizes, AFSCME as the sole and exclusive collective bargaining agent for the employees certified by the Department of Labor and Industrial Relations, State of Delaware for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment in accordance with Title 19, Delaware Code, Chapter 13.

B.

For the purposes of this agreement, the terms “Employee” and “Employees” shall include the following employees, and excluding all others (hereafter “Union Members”):

(1) All full-time employees occupying the positions set forth in Appendix A, with “full-time” defined as employees working on average thirty (30) or more hours per week during a calendar year.

(2) The four (4) part-time employees that have been considered by the Employer and the Union, under the January 1, 2011 through December 31, 2013 collective bargaining agreement, to be Union Members and who are within the positions of Police Telecommunications Specialist I (two employees) and Municipal Worker I (two employees), with “part-time” defined as employees working on average less than thirty (30) hours per week during a calendar year. Other than these specific positions and these specific employees, no other part-time employees shall be considered “Union Members.”

C. The Union agrees that it will not accept into membership in this bargaining unit an employee of the Town other than those identified in the preceding paragraph 1.2(b).

1.3 UNION SECURITY

- A. All employees who are, on the effective date of this Agreement, members of the Union, or any employees who become a member of the Union during the term of this Agreement shall remain members in good standing therein during the term of this Agreement by tendering the periodic dues uniformly required as a condition of acquiring or retaining membership. The Town shall provide the Union with notice of any newly hired employees, as to any job positions covered by this Agreement, and provide a representative from Council 81 with thirty (30) minutes to meet with the employee.
- B. The Union shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action take or not taken by the Town of Smyrna for the purpose of complying with any of the provisions of this article.

1.4 PAYROLL DEDUCTION FOR DUES

- A. In accordance with 19 *Del. C.* §1305(c) & 1319, the Town agrees to deduct the periodic union membership dues uniformly required by the Union as a condition of retaining membership in accordance with the Constitution and By-Laws of the Union from the pay of employees.
- B. For the purpose of this article, the term “dues” shall not be deemed to include any fine, assessment, contributions or other forms of payment required from AFSCME members.
- C. Union members hereby authorize such deductions and assign to the AFSCME, from wages earned or to be earned from the Town as an employee, the regular Periodic dues as may hereinafter be established and become due to the Union as said membership dues in the Union.
- D. AFSCME and the Local Council 81 jointly and separately agree to indemnify and save harmless the Town any payments the Town may be required to make for the purpose of complying with the provisions set forth in Paragraph 1.4(a A) of this section.
- E. On or before the fifteenth (15th) day of each month, the Union shall deliver to the Town additional executed “Authorization for Check-off of Dues” forms under which union membership dues for the next month are to be deducted. Dues deductions shall be made from pay earned once monthly, on the first pay cycle of the following month. Such withholdings shall be transmitted by the with a list of those from whom such deductions have been made, to the duly elected Treasurer of the Union not later than the tenth (10th) day of the following month.

1.5 MANAGEMENT RIGHTS OF TOWN

- A. It is understood and agreed that the Town possesses the sole right and authority to operate and direct the employees of the Town in all aspects, including, but not limited to, all

rights and authority legally exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement, Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Town, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the number of employees to be employed; to determine staffing levels and shift levels, to hire employees, to determine their qualifications and assign and direct their work; to plan, direct, control and determine the operations or services to be conducted by employees of the Town; to select, hire, lay off, reclassify, upgrade, downgrade, promote, transfer, discipline, suspend or separate employees; to determine job content and to create job clarifications, to revise existing jobs and to eliminate part or all of existing job classifications; to promote, demote, transfer, lay off, conduct evaluations, recall to work and retire employees; to set the standards of productivity and the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and, the number of hours and shifts to be worked; to assign overtime; to determine the length of the work week; to hire and assign or to transfer employees within the department; to use independent contractors to perform work or services; to subcontract, contract out, close down or relocate the Town's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to control and regulate the use of machinery, facilities, equipment and other property of the Town; to contract out for goods and services; to introduce new or improved research, production, service, distribution and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions and all other units of the Town; to contract or not contract for special duty assignments, to eliminate any or all special duty contracts and assignments; to cease to provide special duty as a Town service, to establish, reduce, or increase the rate charged for special duty, to issue, amend and revise all policies, rules and regulations and practices including but not limited to special duty, and the like; to determine its mission, policies and to set forth all standards of service offered to the public; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Town and to direct the Town's employees. The Town's failure to exercise any right, prerogative or function hereby reserved to it or the Town's exercise of any such right, prerogative or function in a particular way shall not be considered a waiver of the Town's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The above rights of the Town are not all-inclusive but indicate the types of matters or rights, which belong and are inherent to the Town. Any of the rights, powers and authority the Town had prior to entering the collective bargaining sessions which resulted in this Agreement are retained by the Town except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

- B. The Town of Smyrna shall at all times have the right to discharge an employee for just cause. In order to be valid, the Town must issue any discipline to an employee within ten (10) working days of when the Town knew or should have known of the underlying incident giving rise to the discipline, provided, however, that in the event the Town has not completed its investigation of any incident, the Town Manager or Chief of Police, whichever is applicable, may extend the 10-day period to fifteen (15) business days. Without limiting the generality of the foregoing it is agreed the following matters constitute "just cause."
1. Failure to meet prescribed standards of work, morality and ethics to the extent that make an employee unsuitable for any kind of work in the Town.
 2. Abuse, theft or destruction of the Town property.
 3. Incompetency, inefficiency or negligence in the performance of duty.
 4. Insubordination, including refusal to perform work assigned by the Town, his/her supervisor and/or those in authority over him/her.
 5. Conviction of a serious criminal offense.
 6. Notoriously disgraceful personal conduct.
 7. Unauthorized absences, or abuse of leave privilege or of sick leave.
 8. Acceptance of any valuable consideration which constitutes a bribe.
 9. Consumption of intoxicating beverage or use of narcotic drugs during working hours, on Town of Smyrna property or in Town vehicles.
 10. Being under the influence of alcohol or narcotic drugs during working hours.
 11. Profane, obscene or insulting words toward the Town, or any of its members or supervisory employees, the public, or other employees.
 12. The use of Town vehicles and equipment for private purposes.
 13. Any other conduct which is not in keeping with standard applicable to employee in performance of his/her work.
 14. Failure of an employee to maintain a valid driver's license that lets him/her operate Town vehicles.
 15. Failure to maintain, any licenses required to perform one's job.
- C. Each new employee shall be placed on a one (1) year probationary period. During such probationary period, such employees may be discharged, transferred or demoted by the Town, with or without just cause, and such discharge, transfer or demotion shall not constitute a breach of this Agreement nor constitute a grievance.
- D. The Town shall have the right to discharge with or without cause any employee during the one (1) year period.
- E. Without limiting the generality of the foregoing, the Town shall have all rights and responsibility of management ordinarily heretofore exercised by the Town that are not specifically modified by this Agreement.
- F. No employee, without their consent, shall be required by any supervisory personnel of the Town of Smyrna to perform any services for any person, firm or Corporation other than for the Town itself in carrying out its official functions and services.

- G. The parties hereto specifically understand and agree that because of the number of employees and the size of operation of the Town activity, only a general classification of the services of each employee covered by this Agreement may be made.
- H. The Town is permitted to install Global Positioning System (“GPS”) devices in vehicles operated by bargaining unit employees. The Employer may only discipline bargaining unit employees using evidence obtained from GPS devices if the Employer had probable cause to review the data contained and/or stored on the GPS devices, for reasons of public safety, security, and efficiency. The Employer shall not be permitted to randomly consult the evidence from GPS devices solely for the purposes of reviewing bargaining unit employee conduct or performance.

1.6 REPRESENTATION

- A. The Union shall designate (2) stewards to represent employees in the bargaining unit, and the Union shall submit in writing to the Town Manager or Chief of Police, whichever is applicable, the names of the Stewards within thirty (30) days of the signing of this agreement
- B. The Union employee designated as the Steward may leave his/her place of work without loss of pay, with the understanding that such time will be devoted to the proper investigation and processing of any grievance; provided, however, that such investigation and processing shall be done at such time as to not interfere with the essential services of the Town.
- C. The person designated as the Steward shall continue to work at his/her assigned job except when required to leave his/her work to handle grievances. The Steward will notify his/her immediate Supervisor on leaving or returning to his/her place of work.
- D. Special meetings may be arranged at any time by agreement between the Town Manager or Chief of Police, whichever is applicable or the Town Manager’s or Chief of Police’s representative and the Steward upon request of the Union representative or of the Town’s representative. The representative of, AFSCME may participate in the special meeting. The party requesting the special meeting will notify the other party in writing, stating the subject or subjects to be discussed.
- E. All Union business, other than the processing of a grievance, shall be held outside normal working hours. The Union may request the use of Town property for the purposes of a meeting.
- F. Each employee, up to a total of five (5) employees, attending joint sessions with management for the purpose of negotiating a successor agreement will be paid by the Town for the time actually spent in joint sessions, including caucuses, and for reasonable travel time to the joint sessions, up to a total of twenty (20) hours per employee for all joint session, unless additional time is mutually agreed to, in writing by the chief negotiators; provided, however, that the five (5) employees shall include the two (2)

Stewards designated by the Union under Article 1.6.A. Time spent outside of joint sessions, including, without limitation, Union meetings in preparation for joint sessions, will not be paid for by the Town.

1.7 STRIKES

During the term of this Agreement, the Union or Local or their representatives will not cause or sanction their members to cause or take part in any strike, sit-down, stay-in or slowdown, or other stoppage of work in any of the operations of the Town.

1.8 DISCRIMINATION AND COERCION

- A. Neither the Town nor any of its Supervisors or other agents or representatives shall discriminate against any employees because such employee is a member of or acting as a Steward, Officer, or other agent or representative of the Union. Nothing in this Section is intended to prevent a supervisor, foreman, or department head from discussing concerns regarding an employee's work-related problems with the employee or with Town management.
- B. Neither the Union, nor any Steward, Officer, or other agent or representative of either party shall intimidate or coerce any employee.
- C. The Town and, AFSCME have the policy and practice of nondiscrimination in selection, employment, promotion, demotion, transfer, layoff, termination, recall, rehire, training and education of personnel regardless of their race, creed, color, national origin, handicapped status, sexual orientation or sex. The application of this policy of nondiscrimination will continue based solely upon the individual's ability, performance and potential in accordance with the policy of the Town and the terms of this collective bargaining Agreement.

1.9 COMPLETE AGREEMENT AND SEPARABILITY

A. SCOPE AND PURPOSE

During the bargaining leading up to this Agreement, neither party was precluded from bringing up any proposals that it wanted to make as to any and all proper subjects of collective bargaining. It is therefore the intention of the Union and the Town to abide by the terms and conditions provided in this Agreement for and during the life of this Agreement, in lieu of any other or further terms and conditions, and that there shall be no further collective bargaining on terms or conditions during the life of this Agreement as to matters that were discussed in the bargaining as well as matters that could have been but were not discussed. Subject to the provisions of this Agreement, the terms and conditions provided for in this Agreement may be modified, added to or subtracted from only by mutual and voluntary consent of the Town and the Union and each of the parties waives the right to demand bargaining on any aspect of terms and conditions during the term hereof.

B. SEPARABILITY

In the event any of the provisions of this Agreement are held to be in conflict with or in violation of any state or federal statute or other applicable law, administrative rule or regulation, such decision shall not affect the validity of the remaining provisions of the Agreement. The parties further agree that they will meet within thirty (30) days to renegotiate the provision or provisions of the Agreement held to be invalid.

ARTICLE II

2.1 GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner. For the purpose of this Agreement, a grievance shall be defined as a disagreement which may arise between the parties concerning the application, meaning or interpretation of this Agreement, unless specifically excluded by this Agreement. A dispute is defined as any disagreement which may arise between the parties regarding matters other than those concerning the application, meaning or interpretation of this Agreement. If disciplinary action is taken, the Union shall, upon request, be provided a copy of all documents or relevant portions thereof, used as basis for the disciplinary action, except as limited by 19 *Del. C.* §1304(b).

STEP ONE

- A. Any employee having a grievance or dispute, or one designated member of a group having a grievance or dispute, may within ten (10) working days of the date the employee knew or should have known of the cause for the grievance or dispute, take the matter with their Supervisor or the Assistant Supervisor, acting in the absence of the Supervisor, who will attempt to adjust it; however, any employee may request the Supervisor or Assistant Supervisor, acting in the absence of the Supervisor, to call the Steward to handle a specified grievance or dispute with the Supervisor or Assistant Supervisor acting in the absence of the Supervisor. The Supervisor or Assistant Supervisor will send for the Steward without undue delay and without further discussion of the matter. The Steward may at this time privately discuss the grievance or dispute with the aggrieved.
- B. If the matter is not adjusted by the Supervisor or the Assistant Supervisor, acting in the absence of the Supervisor, it shall be reduced in writing on forms provided by the Union and signed by the employee(s) involved and the Steward. The grievance shall include a statement of the facts involved, the alleged violation of the Agreement (not applicable in the event of a dispute), and the remedy sought. The Supervisor or Assistant Supervisor, acting in the absence of the Supervisor, shall give their decision within five (5) working days after the grievance has been submitted to them in written form, and they shall sign the written grievance form, with their decision clearly written thereon.

STEP TWO

In the event the immediate supervisor's decision is not satisfactory to the employee and the Union, the employee and/or the Union may, within five (5) working days of receiving the supervisor's written reply, present an appeal in writing to the Town Manager or Chief of Police, whichever is applicable. The Town Manager or Chief of Police, whichever is applicable, shall confer with the employee or the Union and the department supervisor about the grievance within five (5) working days after the appeal is presented and shall render a written decision to the employee and the Union within ten (10) working days.

STEP THREE

The Town Manager's or Chief of Police's decision shall be final unless an appeal is filed with the Mayor and Town Council within ten (10) working days of the Town Manager's or Chief of Police's decision. A hearing shall be scheduled within thirty (30) working days of the appeal being submitted to the Mayor and Town Council. The Mayor and Town Council will render a written decision to the employee and the Union within ten (10) working days.

STEP FOUR

- A. If the decision of the Town of Smyrna is unsatisfactory, the Union may appeal to arbitration. Notice of intent to appeal shall be filed within fifteen (15) working days after Step 3 with the Town of Smyrna. Demand for arbitration shall be filed with the Town of Smyrna and the American Arbitration Association within thirty (30) working days after Step 3.
- B. The Arbitrator shall be selected under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- C. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall be requested to issue a decision within thirty (30) days after the close of the hearing.
- D. The Arbitrator's decision shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issues submitted. The Arbitrator shall be without power to make any decision contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement.
- E. The fee for the Arbitrator's service and expenses, the administration fee of the American Arbitration Association, and costs of the proceeding shall be borne equally by the Employer and the Union.
- F. The Union may initiate grievances at Step 3 over alleged violations of Articles III and IV where the aggrieved employee is unwilling to initiate or sign the grievance due to intimidation or fear of reprisal by the Employer without the need for a grievance initiated by an individual employee.

- G. Representative of AFSCME may be present at all meetings after Step 1, except as limited by 19 *Del. C.* §1304(b).
- H. The parties, by mutual consent, may extend or enlarge any time limit(s) contained herein by written agreement.
- I. Nothing herein shall prevent the parties from voluntarily submitting a grievance, by mutual agreement, to non-binding grievance mediation with the Federal Mediation and Conciliation Service.

2.2 TOWN GRIEVANCES

Any grievance which the Town may have against the Union involving the interpretation or application of the Agreement shall be presented to the Steward of the Union. In the event the matter is not satisfactorily adjusted within ten (10) days after such presentation, it may be appealed to Arbitration as provided for in Section 2.1, Step Four.

2.3 OBJECTIVITY

The Union and the Town are obligated, when reviewing or submitting complaints, grievances, appeals, or problems encountered, to make every reasonable effort to ascertain, document and represent the true facts relating to the situation in order to facilitate appropriate and timely resolution or action.

2.4 COOPERATION

The Union agrees to cooperate with the Employer, upon request, in formulating steps necessary to alleviate any abuses of responsibilities, rights or privileges by Employees of the unit which impede the efficient operation of the Town.

ARTICLE III

3.0 UNION CONVENTIONS AND TRAINING

The Town will grant leave to two (2) employees to attend and serve as Delegates to Union Conventions and to attend any training AFSCME might offer, up to a maximum of two (2) events per year per employee.

ARTICLE IV

4.0 SICK BENEFITS

ACCUMULATION OF SICK LEAVE

- A. All regular full-time employees are eligible to begin accrual of sick leave upon appointment. Temporary and part-time employees shall not accrue sick leave and shall be eligible for time off but shall not receive any compensation for the sick leave.
- B. Eligible employees shall earn sick leave at the rate of one (1) day per month of full-time employment up to a maximum of twelve (12) days per year; provided that for purposes of this Article, "one (1) day" shall be equal to eight (8) hours. Sick leave continues to accrue while an employee is on paid leave. Sick leave does not continue to accrue while an employee is on unpaid leave.
- C. An employee shall not utilize accumulated sick leave until completion of his or her first six (6) months of employment.
- D. On the last day of each full month worked each employee will receive the equivalent in hours a monthly apportionment of the following sick leave benefit provided they are not on FMLA leave or a Leave of Absence. Sick leave shall accrue to a maximum of 2080 hours (260) days.
- E. If one of the paid holidays occurs during the period in which the employee receives sick pay, he/she will be paid for the holiday and the day will not be charged to his/her sick allowance.
- F. Sick leave for an eligible employee shall be on a time off with pay basis and pay shall be computed at the employee's current regular weekly salary rate. Each employee who has exhausted all accrued sick leave shall not be paid for any absence because of a personal illness or injury. Each temporary or part-time employee who is unable to report to work due to a personal illness or injury shall be allowed time off work without pay during such absence.

Sick leave shall be granted for the following reasons:

- (1) personal illness or physical incapacity resulting from causes beyond the employee's control;
- (2) illness in the household of the employee requiring quarantine as certified by a physician or public health officer;
- (3) medical, dental or optical appointments which cannot be scheduled after duty hours;
- (4) illness or injury of a member of the employee's immediate family. The immediate family shall include the employee's spouse, domestic partner, children, parents, parents-in-law, brother, sister or any relative residing in the same home.

Sick leave shall not be granted for the following reasons:

- (1) While an employee is receiving Workmen's Compensation Leave Benefits.
- G. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately but charged in an amount not smaller than one (1) hour.
- H. If an employee is pensioned off under the conditions of the Pension Plan of the Town, is terminated, or dies, he or his estate shall be paid for one-half (1/2) of accrued sick time; provided, however, that the maximum amount to be paid under this Article shall be equivalent to one hundred and sixty (160) hours' pay. Employees being pensioned off shall have the option of being paid for their accrued time in a lump sum or leave with pay. An employee shall not be eligible if he/she is terminated due to gross misconduct or does not leave in good standing with the Town.
- I. While an employee is on sick leave, benefits shall continue as though on a regular duty. When the employee returns from such leave, the time spent on leave shall be considered as continuous service in computing vacation and sick leave.
- J. Each employee who will be absent from work due to a personal illness or injury shall report such absence to his or her supervisor prior to the employee's scheduled starting time. Because of the critical nature of shift work, a shift worker must notify the on-duty shift supervisor of a desire to take sick leave no later than two (2) hours prior to the beginning of the shift. Each employee who fails to provide the Town with the required notice shall be considered to be absent from work without approval, shall receive no compensation while absent, and may be subject to termination from employment for such unapproved absence.
- K. An employee taken ill or injured during working hours and sent home by the Town shall be paid for the balance of their shift, without charge to sick leave. To receive compensation for sick leave, it is the employee's responsibility to report his or her inability to be on duty and the reason at as early an hour as is practicable, but in any event, not later than one half (1/2) hour after the time set for the beginning of his or her daily duties. Where someone other than the employee is or has been asked to make the required notification to the Town Manager or Chief of Police, whichever is applicable, the employee will be solely responsible for that notification being made. Sick leave notification as outlined herein must be made. The Town Manager or Chief of Police, whichever is applicable, after considering such extenuating circumstances in which notification is not given, may grant compensation for such leave.
- L. An employee claiming sick leave in excess of two (2) days shall furnish a doctor's certificate to the Town. The Town shall have the right at any time to require an employee claiming less than two consecutive days' sick leave to furnish a medical certificate to the Town.

- (1) Each employee who knowingly falsifies information provided to the Town regarding any personal illness, injury or absence related thereto shall receive no compensation while absent and may be subject to termination from employment for such falsification of information.
 - (2) Individual records of all sick leave credit and use shall be maintained as part of the personnel records of the Town.
 - (3) Town employees unable to perform their duties because of illness or injury not related to the job will be charged sick leave for those periods of absence which are substantiated by a doctor's certificate.
- M. Sick abuse shall be defined as pattern absences (e.g., frequently calling out sick in connection with weekends, vacations and holidays), and using sick leave when the employee has none available. Department supervisors shall take the following measures with an employee who engages in sick abuse:
- (1) Counseling:

The department supervisor shall meet with the employee to determine if there is reason to believe that the employee may be abusing the sick leave benefit. If the department supervisor determines that the employee's use of sick leave has been proper and justified, there shall be no further action taken with the employee at that time.

If the department supervisor determines that there is sufficient reason to believe that the employee may be abusing the sick leave benefit, the department supervisor shall initiate corrective measures to reduce the employee's sick leave usage rate.
 - (2) Corrective Measures:

The department supervisor shall explain and clarify policies and standards concerning the use of sick leave to the employee.

The department supervisor shall provide the employee with written notification that the employee will be required to submit medical verification for each and every sick leave absence during the next six (6) months.

The employee's supervisor shall closely monitor the employee's attendance records and may telephone the employee during future absences.

The employee's supervisor shall note on the employee's performance evaluation that the employee's attendance has been unsatisfactory, the acceptable standards for attendance and a schedule for improvement.

The department supervisor shall explain disciplinary measures for failure to comply with this policy.

(3) Disciplinary Measures:

First Offense: if the employee is absent from work and fails to submit the required medical verification, then he or she shall receive no compensation for the absence and shall also receive a written reprimand to be placed in the employee's personnel file.

Second Offense: if the employee is absent from work on two (2) separate occasions and fails to submit the required medical verification, then he or she shall receive no compensation for the absence and shall also be suspended without pay for three (3) workdays.

Third Offense: if the employee is absent from work on three (3) separate occasions and fails to submit the required medical verification, then he or she shall receive no compensation for the absence and shall also be terminated from employment.

- N. Eligible employees of the Town of Smyrna are entitled to unpaid leave under the Family Medical Leave Act ("FMLA") of up to twelve (12) weeks in a twelve (12) month period for specified family and medical reasons, using the "rolling" method as permitted under the Act. Employees should contact the Town Manager or Chief of Police, whichever is applicable, for a letter of determination in the event of a serious health condition of a family member or one's own health condition or for the birth of a son or daughter or the care of the newborn child.

4.1 DEATH IN THE FAMILY

- A. When death occurs in a full-time employee's immediate family and where the deceased was the father, mother, foster parent, step-parent, mother-in-law, father-in-law, legal guardian, brother, sister, husband, wife, domestic partner, grandparent, grandchild, child or foster child of the employee, the employee shall be given five (5) consecutive workdays off from the time of death for bereavement, unless the Employer and the employee mutually agree to commence this five (5) day bereavement period on a date other than the date of death. When death occurs on an employee's scheduled workday and no time is lost on day of death, such time off begins on the day following death, unless the Employer and the employee mutually agree to commence this five (5) day bereavement period on a date other than the day following death. This time off also applies where the deceased was another relative and also a member of the household wherein the employee resides. Where the deceased was a daughter-in-law or son-in-law and not a member of the employee's household, the employee shall be granted one (1) day off to attend funeral services.

- B. If additional days off are needed, such time may be charged to vacation time.
- C. One (1) day of bereavement leave shall be equivalent in time off to the number of hours in the employee's regularly scheduled shift. Employees shall be paid for eight (8) hours for each day of bereavement leave, regardless of the number of hours the employee is scheduled to work.

4.2 LEAVE – ACCIDENT PAY

- A. Whenever an employee without any accrued sick leave is absent from work as a result of an injury or sickness compensable under the Workmen's Compensation Act, said employee shall receive whatever benefits the Act provides.
- B. Wherever an employee having accrued sick leave is absent from work as a result of injury or illness compensable under the Workmen's Compensation Act, they must apply for the benefits payable under said Workmen's Compensation Act and may receive from the Town the difference between the amount paid under the Workmen's Compensation Act and their regular pay for a period of sixty (60) workdays, then charging such difference against their accrued sick leave in the manner hereinafter provided. When the employee shall have used up all accrued sick leave, such employee shall thereafter be entitled to receive only those payments under the Workmen's Compensation Act.
- C. To obtain the benefits above set forth, the employee shall exhibit his/her Workmen's Compensation check to the Town so that the Town may calculate the difference to be paid to the employee under the foregoing formula. The employee shall then retain the Workmen's Compensation check and shall receive on the following payroll period, the difference between the benefits under the Workmen's Compensation Act and his/her regular pay, according to the foregoing formula.
- D. Any employee who is injured on the job must report that injury by the end of the workday. If an injury is not immediately apparent and is later diagnosed by a physician as work related, the employee must report that injury within twenty-four (24) hours of the diagnosis. Employees who fail to report an injury as required by this Article shall be subject to discipline.

4.3 JURY AND WITNESS FEES

- A. An employee who is subpoenaed as a witness in a case or matter that relates to employee's work with Employer or that is otherwise required or requested by the Employer (defined as "Work Related Case"), or summonsed for jury duty shall be paid for time lost for such service at the basic straight-time hourly rate for each day served as a witness or juror. If an employee is subpoenaed as a witness in any case or matter other than a Work Related Case, or is required to appear in court in a case or matter other than a Work Related Case, the employee shall be required

to use vacation time to be paid for such absence; otherwise, such absence shall be considered an approved, unpaid leave of absence.

- B. Subject to Article 4.3.C, employees required to appear as a witness in a Work Related Case, or summoned for jury duty, shall receive compensation in the amount of his/her normal wage, based upon a standard work week for the position, and the employee may keep any other compensation received from any other source for such appearance.
- C. Employees summoned for jury duty and who are released from jury duty such that he/she may arrive at his/her normal place of employment with four (4) or more hours remaining in his/her scheduled workday shall be required to report to work for the remainder of his/her shift. Employees who fail to so return to work may be subject to discipline and, in addition, shall forfeit the right under Article 4.3.B to be compensated for the workday.
- D. Employees summoned for jury duty may be required, at the discretion of the Employer, to request to be excused or released from jury duty due to the public safety needs or other compelling needs of the Employer; provided, however, that the Employer acknowledges that such excusal or release is understood to be wholly within the discretion of the Court summoning such jury duty.

4.4 MILITARY LEAVE

- A. Eligible employees who enter either active or inactive training duty or service in the Armed Forces of the United States, including being in the Reserves or National Guard, shall be entitled to any and all rights provided for under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), including rights to seniority and reinstatement as provided for under USERRA.
- B. Employees on approved military leave under this Article shall be paid the pay differential between his/her normal wages and the compensation received from the military, for the first ten (10) workdays of such military leave; provided that the employee provides at least ten (10) working days' notice of the need for such military leave, or notice as soon as possible where ten (10) days' advance notice is not practicable under the circumstances. A copy of the employee's pay voucher from military leave must accompany any request for military pay differential. At the end of such ten (10) day period, the employee may elect to use any and all of his/her accrued and unused vacation time during the remainder of such military leave.

4.5 ABSENCE WITHOUT LEAVE

- A. An absence of an employee from duty, including any absence for a single day or part of a day that is not authorized by the Town in advance shall be deemed to be an absence without leave. Any such absence shall be without pay and may be

subject to disciplinary action. In the absence of such disciplinary action, any employee who is absent for three (3) consecutive working days without leave shall be deemed to have quit.

- B. Employees, however, may request a meeting with the Town Manager or Chief of Police, whichever is applicable, or Town Manager or Chief of Police designee to explain extenuating circumstances for absence without leave. The Town Manager or Chief of Police or its designee after considering such extenuating circumstances may allow employees to return to work without discipline.

ARTICLE V

5.0 VACATION

- A. All regular full-time employees shall accrue on January 1 of each year his/her allotment of vacation for that calendar year; provided that for purposes of this Article, each "day" shall be equal to eight (8) hours.
- B. Zero (0) but fewer than five (5) completed years of service at the rate of twelve (12) days per completed year at the rate of one (1) day for each completed month.
- C. At least five (5) but fewer than ten (10) completed years of service at the rate of fifteen (15) days per completed year at the rate of one and one-quarter (1 ¼) days for each completed month.
- D. At least ten (10) but fewer than fifteen (15) completed years of service at the rate of eighteen (18) days per completed year at the rate of one and one-half (1 ½) days for each completed month.
- E. At least fifteen (15) but fewer than twenty (20) completed years of service at the rate of twenty-one (21) days per completed year at the rate of one and three-quarter (1 ¾) days for each completed month.
- F. At least twenty (20) or more completed years of service shall earn at the rate of twenty-four (24) days per completed year at the rate of two (2) days for each completed month.
- G. Vacation time is cumulative from year to year; however, total accumulated vacation time shall never exceed the lesser of: (i) two times an amount of time equal to the employee's maximum vacation leave which could be earned in the current year of service; (ii) or thirty-five (35) days; provided, however, that if any employee as of the Effective Date has accumulated more than thirty-five (35) days, as permitted by the January 1, 2011 through December 31, 2013 collective bargaining agreement, then the employee shall be permitted to use the excess vacation time above thirty-five (35) days on or before December 31, 2018. If an employee has accumulated more than the maximum allowable amount of unused

vacation leave on January 1 of any year, the amount of accumulated vacation days shall be reduced to the permitted maximum, and any unused balance forfeited; provided, however, that if the employee has so exceeded the maximum allowable amount as a result of the Employer's denial of vacation leave during the preceding December, then the employee may carryover the amount of denied time and may use such time, as otherwise permitted, on or before February 28 of that year. Any such use of vacation time on or before February 28 of that year shall not affect the amount of vacation time earned or accrued during that year.

- H. All vacation shall be on a time off with pay basis for eligible employees and pay shall be computed at the employer's current weekly salary rate or based on 40 hours for hourly paid employees.
- I. While an employee is on vacation leave, benefits and other leaves shall accrue as though on regular duty.
- J. All regular full-time employees may, during the month of December, sell back to the Town up to a maximum of five days of unused vacation leave earned by the employee since the prior December. The payment in lieu of vacation shall be made only in December of each year and shall be deducted from the current calendar year's unused vacation leave. The employee must submit a completed "Vacation Sell Back Request" form to the employee's department head by November 15. The employee will be paid based on his or her base salary at the date of the issuance of the pay back check. Pay in lieu of vacation shall not be considered pay for pension purposes. The Town will not make pension contributions based on the pay, and the pay shall not be used to compute pension benefits.
- K. Department heads shall schedule vacation leave with particular regard to the operating requirements of the Department. The scheduling of vacation periods shall be based on seniority and is always subject to be changed at the discretion of the Town Manager or Chief of Police or the Department head in the event of changing circumstances or emergency needs.

5.1 HOLIDAYS

- A. All full-time employees shall receive a regular day's pay for the following holidays:
 - 1. New Year's Day
 - 2. Martin Luther King, Jr. Birthday
 - 3. Presidents' Day
 - 4. Good Friday
 - 5. Memorial Day
 - 6. Independence Day
 - 7. Labor Day
 - 8. Veterans' Day
 - 9. Thanksgiving Day
 - 10. Friday after Thanksgiving Day
 - 11. Christmas Eve
 - 12. Christmas Day

- B. The employee must have worked the last scheduled work day prior to and the next scheduled workday after such holiday, with the exception the employee is absent either or both such workdays due to verified personal illness; death in the immediate family; being hospitalized; scheduled vacation time, or because of injury sustained on the job.
- C. Employees scheduled to work as part of their scheduled work week on the above holidays shall be paid a regular day's pay for the holiday.
- D. Employees not scheduled to work on the holidays, but are required to work, shall be paid at a rate of one and one-half (1 ½) times their rate of pay for the holiday.
- E. Should any of the above holidays fall on Saturday, Friday will be observed as the holiday. If the holiday falls on a Sunday, Monday will be observed as the holiday. If Christmas Eve falls on a Friday, Thursday will be observed as the holiday.

5.2 PROBATIONARY PERIOD

Employees shall be regarded as temporary (probationary) until their names have been placed on the Seniority List. Employees may establish seniority one (1) year after their date of hire. If retained by the Town thereafter, their names shall be placed on the Seniority List as of date of hiring. During such probationary period, employees may be discharged, transferred, or demoted by the Town without the same causing a breach of this Agreement or constituting a grievance.

5.3 SENIORITY

- A. Seniority as used in this Agreement shall be defined as length of continuous service with the Employer. A new employee who satisfactorily completes the probationary period shall have his or her name placed on the seniority list as of the date of hire.
- B. In cases of layoff, employees shall exercise seniority privileges downward, displacing employees in the next lower rated occupation of their work group, but subject, however, to the need of the Town to properly perform its functions.
- C. Employees shall be recalled in the inverse order of layoff. In the exercise of seniority for layoff and recall of employees, consideration shall be given to the classification of work and the qualifications of the employees to satisfactorily perform the work required. Town shall have the right to determine which classification shall be necessary in cases of recall.
- D. The seniority of employees will be shown on the seniority list to be retained in the Town office of operations. Stewards and the Chairman of the Grievance Committee will have access to the seniority list.

5.4 LOSS OF SENIORITY

An employee shall lose seniority and his/her employment with the Town if:

- A. The employee quits.
- B. The employee is discharged for just cause.
- C. The employee who is laid off fails to report for work within a period of three (3) working days after being recalled by certified letter sent to the last known address as shown on the records of the Town.
- D. The employee fails to report for work at the termination of leave of absence.
- E. The employee is separated from the payroll of the Town for more than one (1) year.
- F. An employee voluntarily retires or is automatically retired under the terms of the retirement plan.

5.5 HOURS OF WORK – PREMIUM RATES

For the purpose of computing overtime premium pay, the regular working day is eight (8) hours and the regular working week is forty (40) hours.

The work schedule of each Town employee shall be established by the department supervisor. The normal work hours shall include a one-half (½) hour period for lunch and two (2) ten (10)-minute breaks as scheduled by the department supervisor.

A. Straight Time

An employee shall be paid straight time:

- 1. For the first eight (8) hours worked in any continuous twenty-four (24) hour period, beginning with the employee's starting time.
- 2. For the first forty (40) hours worked in the employee's regular work week.

B. Time and One-Half

An employee will be paid time and one-half:

- 1. For time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with an employee's starting time, except as hereinafter provided.

2. For time worked in excess of forty (40) hours in an employee's regular work week.

C. Call In Pay

In the event an employee is called back for a job after leaving the premises of the Town, employee shall be guaranteed a minimum of two (2) hours' pay at one and one-half of the employee's straight time hourly rate (the equivalent of three (3) hours' pay at regular rates); provided, however, that:

1. The Town in its discretion may require employees (called back to work) to perform work for the entire two-hour period for which pay is being made.

- D. An employee's overtime rate of pay shall be one and one-half (1 ½) times the employee's base rate of pay, including longevity pay and shift differential.

- E. For purposes of calculating overtime, vacation time, sick time and holidays shall be counted as hours worked.

ARTICLE VI

6.0 CLOTHING ALLOWANCE

- A. The Town shall provide full-body uniforms for employees: (i) of the Electric, Public Works, Water & Sewer, and Parks & Recreation Departments; and (ii) working as Building Inspectors and as Police Telecommunications Specialists. The Town shall provide top torso uniforms for employees working in the Business Office. The Town Manager or Chief of Police, whichever is applicable, shall have the discretion to require uniforms for other employees who are filling in for absent employees or as required to assist employees wearing uniforms. These employees shall be required to wear uniforms while on duty so that they will be easily identified as Town employees.
- B. The employee is responsible for reasonable care of his/her uniforms. Therefore, the cost of avoidable damage or loss of uniforms shall be paid by the employee. An employee shall wear his or her uniform properly, shall not allow it to be worn by others and will wear it only during working hours, or to and from work. Upon separation from employment, the employee shall return his or her uniform(s) to the Town.
- C. The Town shall provide safety shoes to employees that are required by the Town Manager or Chief of Police, whichever is applicable, to wear safety shoes in performing their job duties. The Town shall provide up to \$150.00 towards safety shoes on behalf of each employee, payable by the Town to a Town-approved shoe vendor; provided, however, that in the event the approved vendor is unable to supply the required safety shoes, the Town shall reimburse each employee for up

to \$150.00 towards safety shoes, if the employee provides a proper receipt for the safety shoes.

- D. The Town Manager or Chief of Police, whichever is applicable, agrees to maintain the current prescribed number of uniforms and the current safety shoe allowance and necessary safety equipment for the life of this Agreement.

ARTICLE VII

7.0 SAFETY

- A. The Town agrees to make reasonable provisions for safety and health of the employees during hours of their employment. Where the protection of property or the safety of employees, or the welfare, or public health and safety are involved, or any other emergency condition shall arise, the situation shall be reported immediately to the responsible employee on duty and to their supervisor. Any other complaints that arise as to safety and health which are not of an emergency nature will be taken up under the grievance procedure.
- B. The Town will, at its expense, provide protective devices and safety equipment as is appropriate to the work performed, such as, but not limited to:
 - 1. First Aid kits in areas where needed.
 - 2. Goggles suitable to handle acid.
 - 3. Rubber gloves suitable to handle chemicals.
 - 4. Gas masks suitable for chlorine gas.
 - 5. Other safety equipment which may become necessary during the term of this Agreement and agreed to by the parties.
- C All equipment issued to employees is the property of the Town and is the responsibility of the employee.

7.1 BULLETIN BOARD

The Town agrees to provide reasonable bulletin space labeled with the Union's name where notices of official Union functions will be posted. All notices must be countersigned by the Steward.

7.2 LOYALTY

- A. The Union agrees that the employees of the unit which it represents should individually and collectively perform loyal efficient service, that it will use its influence and best effort to protect the effectiveness of the service rendered to the Town, that it will safeguard the integrity of employee performance to the

maximum extent possible, and that it will cooperate in promoting and advancing the morale of its employees and the welfare of the Town.

- B. The Union is obligated to actively support the employer's efforts to eliminate waste; conserve materials and supplies; uphold high standards of workmanship and conditions which adversely affect or hamper the efficiency of the operation of the Town and encourage the submission of improvements and cost reduction ideas.

7.3 EDUCATION

- A. The Town may require employees to attend courses which the Town feels protect the health, safety and welfare of the employee in the performance of their duties, as well as courses that may be mandated by State or Federal Government that allow an employee to perform certain jobs.
- B. In the event that the State or Federal Government requires certification on the part of an employee to perform the functions of his or her current job, such employee must obtain said certification.
- C. The Town will be responsible for compensation when an employee takes training outside of their normal work hours or when a course is approved by the Town Manager or Chief of Police, whichever is applicable.

7.4 ALTERATION OF AGREEMENT

- A. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the Town and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.
- B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- C. It is understood and agreed that if any part of this Agreement is in conflict with the mandatory federal or state laws, or mandatory provisions of the Town Charter, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby. It is further agreed that in the event any part of the Agreement is declared to be illegal, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate the modification or elimination of such provision.
- D. It is understood and agreed that if any part of this Agreement is in conflict with the Town's Personnel Manual, then the terms of this Agreement shall control.

ARTICLE VIII

8.0 SALARY

A. Members of the bargaining unit who are not employed in the Employer's Electrical Department shall receive the following increases:

July 1, 2019: 2.0% Increase

January 1, 2020: 2.0% Increase

January 1, 2021: 2.0% Increase

January 1, 2022: 2.0% Increase

B. Members of the bargaining unit who are employed in the Employer's Electrical Department, effective January 1, 2020, shall have their salaries adjusted as follows:

Meter Tech	\$22.22
Groundsman/Apprentice	\$21.17
Journeyman Class 3	\$26.08
Journeyman Class 2	\$28.44
Journeyman Class 1	\$30.82

C. Following the salary adjustments in Article 8.0.B, in order to move through the progression, the parties recognize the following as the criteria for advancement within the members of the bargaining unit who are employed in the Employer's Electrical Department:

Groundman/Apprentice:

Under the direction of the electrical supervisor and journeyman lineman, the groundman/apprentice is responsible for building, maintaining and repairing overhead and underground power distribution lines within the scope of his/her training in a safe and efficient manner within accepted operation standards, approved policies and procedures.

- Use apprentice-level knowledge of electrical line work to safely construct and maintain electrical distribution line.
- Drives and operates necessary equipment to frame and set poles, lay wire, connect and disconnect services and tree trimming.
- Assist lineman in performing line patrol.

- Replace and repair services drops, as needed.
- Install service, connect, disconnect and reconnect as assigned.
- Assist with street light maintenance and installation.
- Progressively learn the skills to become a journeyman lineman.
- Be available to be on-call as assigned.

Journeyman Class 3:

Everything an apprentice is required to do, with the following:

- Achieved after two years' experience and approval from electric supervisor and completion of following online modules/training currently offered at Northwest Lineman College, or equivalent (at Town of Smyrna expense via approved educational provider):
 - Electrical Systems.
 - OSHA For Power Delivery
 - Live-Line Equipment and Materials
 - NESC 1
 - Personal Protective Grounding
- Climbs poles of all types and performs jobs required of lineman off the poles, including changing out arms, transformers, conductors, etc.
- Respond to power outages and customer problems and start learning to troubleshoot problems and retire old power lines as required.
- Directs, guides and trains personnel at the groundman/apprentice level position.
- All training shall contain emphasis on safe work practices, including NIMS, ICS-100 and FEMA IS-700 Training and receipt of Certifications on Pole Rescue

Journeyman Class 2:

Everything a journeyman class 3 is required to do, along with the following:

- Achieved after five years' experience and approval from electric supervisor and completion of following online modules/training currently offered at Northwest Lineman College, or equivalent (at Town of Smyrna expense via approved educational provider):
 - NESC 2
 - Trouble Investigation.
- Inspects lines, poles and equipment for damage or wear and reports deficiencies.
- Directs, guides and trains personnel in lower level positions.
- All training shall contain emphasis on safe work practices.
- Has a firm grasp on troubleshooting problems and power outages.

- Observe and begin learning the electric distribution feeds and circuits to become familiar with the system.
- Begin learning how to read maps of developments and learn how to back feed and do switching, as needed.

Journeyman Class 1:

- Achieved after ten years' experience and approval from the electric supervisor and completion of following online modules/training currently offered at Northwest Lineman College, or equivalent (at Town of Smyrna expense via approved educational provider):
 - Crew Leadership.
- Directs, guides and trains personnel in lower level positions.
- All training shall contain emphasis on safe work practices.
- Has a firm grasp on electric distribution feeds and circuits with the system.
- Has a firm grasp on reading maps of development layouts and is able to direct lower level personnel for back feeding and switching, as needed.
- Is able to assist the lead lineman with his/her responsibilities and is able to fill in for him/her for short time periods.
- Should be aware on how to do switching at the substation and the general layout of the facility.
- Training to include Certification on Bucket Rescue

D. Member of the bargaining unit who are employed in the Employer's Electrical Department shall thereafter have the following increases:

- i. January 1, 2021: 2.0%
- ii. January 1, 2022: 2.0%

E. 1. The minimum starting wage rates for members of the bargaining unit, for the job positions covered by this Agreement, other than members of the bargaining unit who are employed in the Employer's Electrical Department, are set forth in Appendix B.

2. Employees, other than members of the bargaining unit who are employed in the Employer's Electrical Department, who are promoted into a job position shall receive the greater of: (a) a 5% raise over the pre-promotion salary; or (b) the minimum starting wage rate for that position as set forth in Appendix B."

8.1 LONGEVITY PAY

- A. In addition to the employee's base salary, as set forth in the preceding sections, longevity pay is awarded to full-time employees for service milestones as follows:

<u>Seniority</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
5 years+	\$350	\$350	\$350	\$450	\$450
10 years+	\$650	\$650	\$650	\$900	\$900
15 years+	\$1,000	\$1,000	\$1,000	\$1,425	\$1,425
20 years+	\$1,000	\$1,000	\$1,500	\$1,875	\$1,875

- B. Longevity payments shall be made on December 1 of each year, based upon the employee's seniority as of January 1 of that same year.

8.2 HEALTH CARE

The Town shall provide full-time employees individual employee coverage under a major group medical insurance plan. The employee shall have the option of covering eligible dependents under the same group plan. The cost of the individual and dependent coverage shall be allocated as follows:

<u>Year</u>	<u>Town's Contribution</u>	<u>Employee Contribution</u>
2014	75%	25%
2015	75%	25%
2016	75%	25%
2017	75%	25%
2018	75%	25%

8.3 PENSION

- A. All current employees of the Town who were members of the bargaining unit on December 31, 2011 shall retain all benefits and provisions of the existing pension plan through December 31, 2011. There will be no change in the applicable multipliers, or any service requirements for service prior to December 31, 2011. At that time, the current plan was closed and all previously earned benefits are secured.
- B. Effective January 1, 2012, all current Town employees who were then members of the bargaining unit are covered by a revised pension plan. Under this revised pension plan employees are required to make a contribution of 3% of their respective annual base salary above the first \$6,000 of earnings in a calendar year. The multiplier for credited service for pension purposes after January 1, 2012 shall be 1.67%. All other pension provisions remain unchanged.

- C. All bargaining unit employees hired on or before December 31, 2011 will be covered by the current plan and the revised plan. All bargaining unit employees hired on or after January 1, 2012, shall be eligible for participation in Delaware's County/Municipal Pension Plan, and that all such employees currently working for Employer as of the date of this Agreement shall be enrolled in Delaware's County/Municipal Pension Plan.

ARTICLE IX

9.0 Duration

This Agreement will become effective on January 1, 2019 (regardless of the date of its formal and complete execution), and shall remain in effect until 12:00 midnight on December 31, 2022. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of their desire to terminate, modify, or amend this Agreement. Such notice shall be given to the other party in writing by certified mail, on or before November 30, 2022, or on or before November 30 of any subsequent year. In the event either party shall elect to open the Contract for negotiations, those negotiations shall begin no later than thirty days after the December 31 date. Any such notice by the Union shall be sent to the Town Manager addressed to the Town Office, and any notice to the Union shall be sent to the then current address of AFSCME, Council 81. This Agreement shall be binding upon the successors of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of March 2020.

THE TOWN OF SMYRNA:	THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 81, LOCAL 2466:
BY: <u>Walter R. Ruff</u>	BY: <u>Josh Little</u>
TITLE: <u>Member of Committee</u>	TITLE: <u>PRESIDENT</u>
BY: _____	BY: <u>Michael Rumm</u>
TITLE: _____	TITLE: <u>Staff Representative</u>

- C. All bargaining unit employees hired on or before December 31, 2011 will be covered by the current plan and the revised plan. All bargaining unit employees hired on or after January 1, 2012, shall be eligible for participation in Delaware's County/Municipal Pension Plan, and that all such employees currently working for Employer as of the date of this Agreement shall be enrolled in Delaware's County/Municipal Pension Plan.

ARTICLE IX

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IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of March 2020.

THE TOWN OF SMYRNA:	THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 81, LOCAL 2466:
BY: <u>Valerie M. Forbes</u>	BY: <u>Josh Little</u>
TITLE: <u>Vice-Mayor</u>	TITLE: <u>PRESIDENT</u>
BY: _____	BY: <u>Michael Runn</u>
TITLE: _____	TITLE: <u>Staff Representative</u>

<p>BY: _____</p> <p>TITLE: _____</p>	<p>BY: _____</p> <p>TITLE: _____</p>
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APPENDIX A

Classification

Lead Lineman
Apprentices
Journeyman Lineman
Meter Reader
Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Junior Accountant
Network Technician II
Network Technician I
Billing Supervisor
Administrative Clerk II/Secretary
Administrative Clerk I/Secretary
Building Inspector
Code Enforcement Officer

Warehouse Clerk/Storekeeper
Police Telecommunications Specialist I
Part-time Police Telecommunications Specialist I
Police Telecommunications Specialist II
Police Telecommunications Specialist III
Police Telecommunications Specialist IV
Executive Secretary
Police Administrative Assistant/Records Clerk

Fleet Mechanic
Municipal Worker I
Part-time Municipal Worker I
Municipal Worker I/Equipment Operator
Municipal Worker II
Construction Projects Coordinator
Water/Sewer Operator
Municipal Worker/Groundskeeper
Parks & Grounds Team Leader

APPENDIX B

Job Position	Starting Rate
Accounting Clerk I	\$14.00
Accounting Clerk II	\$17.25
Administrative Assistant	\$14.00
Billing Supervisor	\$16.00
Jr./Administrative Accountant	\$16.00
Planner I	\$17.00
Building Inspector	\$20.00
Code Enforcement Officer	\$20.00
Permit Technician	\$14.50
Municipal Worker I	\$13.50
Municipal Worker II	\$17.25
Municipal Worker III Equipment Operator	\$23.00
Fleet Mechanic	\$15.00
Fleet Mechanic II	\$19.25
Parks & Grounds Crew Leader	\$17.50
Public Works Crew Leader	\$17.50
Telecommunications Spec't I	\$15.00
Telecommunications Spec't II	\$19.25
Telecommunications Spec't III	\$25.00
Water/Sewer Apprentice	\$16.00
Water/Sewer Operator	\$21.75